

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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IN RE:

**SEARS HOLDING CORPORATION,  
INC, et al**

Chapter 11

Case No. 18-23538 (rdd)  
(jointly administered)

Debtors.

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**OBJECTION OF MAULDIN AT BUTLER, LLC (STORE NO. 7274) TO DEBTORS’  
NOTICE TO CURE COSTS AND POTENTIAL ASSUMPTION AND ASSIGNMENT OF  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Mauldin at Butler, LLC (“Mauldin”), by and through its attorneys Cuddy & Feder, LLP, as and for its objection to the “Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction” (the “Cure Notice”) filed by the above-captioned debtors and debtors-in-possession (the “Debtor”) represents as follows:

1.) On or about October 15, 2018 the Debtor, including Kmart Holding Corporation (“Kmart”), filed petitions for bankruptcy relief pursuant to Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”). The Debtor has continued to operate its business and manage its properties as a debtor-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code.

2.) Mauldin is the owner of the real property located at 129 West Butler Road, Mauldin, South Carolina (the “Property”). Mauldin is the successor landlord and Kmart is the tenant under a lease dated April 14, 1978, as amended most recently by the April 24, 2014 Ninth Amendment to Lease (collectively the “Lease”). The building located on the Property houses Kmart, the Debtor entity.

3.) The Lease has neither been assumed nor rejected.

4.) On or about January 18, 2019 the Debtor served the Cure Notice. Exhibit “A” attached to the Cure Notice at line No. 4690 provides that the Cure Amount for the Lease is \$0.00.

5.) Mauldin submits that the actual cure amount due under the Lease is no less than \$8,826.96 for unpaid rent for the stub period of October 1, 2018 – October 14, 2018.

6.) Annexed as Exhibit A hereto are a series of letters from Mauldin to Kmart demanding payment of October 2018 rent.

7.) Kmart did pay for the post-petition period of October 15-31, 2018, but has not paid the stub period rent, which amounts to \$8,826.96.

8.) Kmart also failed to pay its portion of 2018 property taxes, which it is required to pay under the Lease, and which came due January 2019. Annexed hereto as Exhibit B is correspondence from Mauldin requesting that Kmart pay \$88,660.08 in outstanding property taxes.

9.) Since Mauldin paid, and invoiced Kmart for, the property taxes post-petition, Mauldin intends to file an administrative claim to recoup its costs and does not include the \$88,660.08 amount in its cure costs calculation. However, Mauldin reserves all rights to supplement or amend this objection to include the 2018 property tax costs as a cure amount.

10.) Additionally, because Mauldin is unable to fully access and investigate conditions at the Property, Mauldin reserves the right to supplement or amend this objection should further investigation of the Property further necessary cure costs.

WHEREFORE, Mauldin respectfully requests the entry of an order pursuant to 11 U.S.C. §365(b)(1) requiring that prior to assuming and assigning the Lease that the Debtor cure the rent due under the Lease in the amount of \$8,826.96 along with any and all other monetary cure amounts and obligations due under the Lease that arise prior to the actual date that the Lease is assumed, along with such other and further relief as is just and proper.

Dated: White Plains, New York  
January 25, 2019

CUDDY & FEDER LLP  
Attorneys for Mauldin at Butler, LLC

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